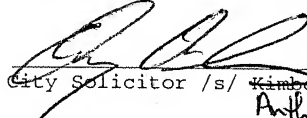


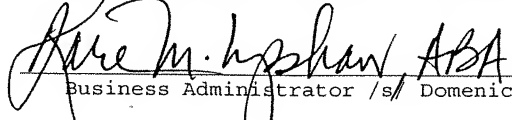
# Resolution of the City of Atlantic City

No. 36

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

  
City Solicitor /s/ Kimberly A. Baldwin  
Anthony A. Swann

  
Business Administrator /s/ Dominic F. Cappella  
Prepared by City Solicitor's Office

Council Member ROBINSON Presents the following Resolution:

WHEREAS, the City of Atlantic City has been involved in collective bargaining with the AFSCME Council 71 Local 2303-C; and

WHEREAS, an agreement has been reached between the parties, as reflected in the attached Memorandum of Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Memorandum of Agreement and any further memorialization and/or formalization of such Memorandum of Agreement between the City and the AFSCME Council 71 Local 2303-C for the years 2004, 2005, 2006, 2007 and 2008; and

BE IT FURTHER RESOLVED that Resolution No. 952 adopted December 29, 2006 is hereby rescinded in its entirety.

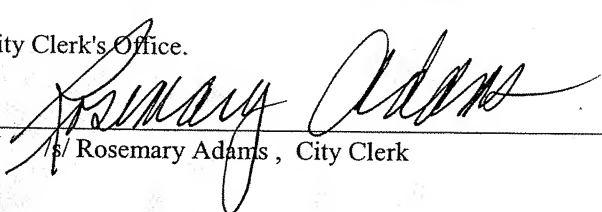
dle January 17, 2007 11:07:47 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
MANCUSO	/						SCHULTZ				/		
MASON	/						SMALL	/					
MOLLINEAUX	/						TIBBITT	/					/
ROBINSON	/				/		WARD	/					
MARSH, PRESIDENT								/					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION:

JAN 24 2007

  
/s/ Rosemary Adams, City Clerk

A-5939  
PMS

*[Handwritten signature]*

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF ATLANTIC CITY**

**AND**

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES**

**COUNCIL 71, LOCAL 2303C**

## TABLE OF CONTENTS

PREAMBLE.....	2
ARTICLE I.....	3
RECOGNITION .....	3
ARTICLE II .....	4
PURPOSE.....	4
ARTICLE III.....	5
INTERPRETATION .....	5
ARTICLE IV .....	6
NEGOTIATIONS PROCEDURE.....	6
ARTICLE V .....	8
MANAGEMENT RIGHTS.....	8
ARTICLE VI.....	9
DUTIES OF EMPLOYEES .....	9
ARTICLE VII .....	10
GRIEVANCE PROCEDURE.....	10
ARTICLE VIII.....	14
CHECK-OFF.....	14
ARTICLE IX.....	17
EMPLOYEE REPRESENTATION.....	17
ARTICLE X .....	18
NON-DISCRIMINATION .....	18
ARTICLE XI.....	19
STRIKES .....	19
ARTICLE XII .....	20
BULLETIN BOARDS .....	20
ARTICLE XIII .....	21
UNITED STATE LIFEGUARD MEETINGS .....	21
ARTICLE XIV .....	22
SPECIAL LEAVES .....	22
ARTICLE XV.....	23
LONGEVITY .....	23
ARTICLE XVI.....	25
PROMOTIONAL PROGRAM .....	25
ARTICLE XVII .....	26
SEASON/SENIORITY RIGHTS .....	26
ARTICLE XVIII.....	28
WORKWEEK AND OVERTIME .....	28
ARTICLE XIX.....	29
PROBATIONARY PERIOD .....	29
ARTICLE XX.....	30
UNIFORMS.....	30
ARTICLE XXI.....	31
TENURE.....	31
ARTICLE XXII .....	32

<b>LEAVE OF ABSENCE .....</b>	<b>32</b>
<b>ARTICLE XXIII.....</b>	<b>33</b>
<b>SALARY.....</b>	<b>33</b>
<b>ARTICLE XXIV .....</b>	<b>34</b>
<b>FULLY BARGAINED PROVISION.....</b>	<b>34</b>
<b>ARTICLE XXV.....</b>	<b>35</b>
<b>EXPUNGEMENT.....</b>	<b>35</b>
<b>ARTICLE XXVI.....</b>	<b>36</b>
<b>WINTER EMPLOYMENT .....</b>	<b>36</b>
<b>ARTICLE XXVII.....</b>	<b>37</b>
<b>DISCIPLINE AND DISCHARGE .....</b>	<b>37</b>
<b>ARTICLE XXVIII.....</b>	<b>38</b>
<b>MISCELLANEOUS PROVISION.....</b>	<b>38</b>
<b>ARTICLE XXIX.....</b>	<b>39</b>
<b>DURATION.....</b>	<b>39</b>

## PREAMBLE

This Agreement entered into by the City of Atlantic City, hereinafter referred to as the "City," and American Federation of State County and Municipal Employees Council 71 AFL-CIO Local 2303C. The Atlantic City Beach Patrol hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I**  
**RECOGNITION**

The "City" recognizes AFSCME, Local 2303C as the sole and exclusive negotiating agent and representative for all lifeguards, Lieutenants and Captains, but excluding the Chief, Assistant Chief, Area Chief, Beach Surgeon, Medical Assistant and all other employees of the "City." Effective January 1, 1999, the City shall recognize lifeguard medics. Lifeguard medics shall be appointed by the Chief in his discretion.

The "City" agrees that the "Union" has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions and procedures for adjustment of grievances.

## ARTICLE II

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, as amended by Chapter 123, Laws of 1974, of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the "City" and the Employees; to prescribe the rights and duties of the "City" and Employees; to provide for the resolution of legitimate grievances, all in order that the public service and safety shall be expedited and effectuated in the best interest of the people of the City of Atlantic City and its Employees and the "City."

**ARTICLE III**  
**INTERPRETATION**

A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303, of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City, and the Rules and Regulations of the Atlantic City Beach Patrol.

**ARTICLE IV**  
**NEGOTIATIONS PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee's employment. Such notification of negotiations shall be given not later than April 1 of the calendar year in which this Agreement expires. Negotiations for a successor agreement shall commence no later than the first week in May of the year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the City and the Union and be adopted by the City.

B. Both parties realize that the protection and safety of the public while using the breaches is of paramount importance. Therefore, if no agreement is reached by October 1 of the year in which the Agreement expires, the parties agree to request the appointment of an arbitrator from the Public Employment Relations Commission and submit all unresolved issues to binding interest arbitration. Nothing herein is to preclude an extension of this date if mutually agreed upon by the parties. The rules and procedures for such arbitrations shall be the same as set forth in law for police and fire interest arbitration. If either party desires to propose a deletion of this provision during the course of bargaining, such proposal must be presented at the first formal negotiation session. It is agreed to by the parties that such request, if made, would not be applicable to the negotiations in progress and the resulting Agreement, but rather for the subsequent Agreement to the one being bargained.

C. During negotiations, the City and the Organization shall present relevant data, exchange points of view, and make proposals and counter-proposals.

D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposal, and make counter-proposals in the course of negotiations.

E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the City and the Union and be adopted by the City.

## ARTICLE V

### MANAGEMENT RIGHTS

It is the right of the City through and by the Director of Public Safety and any of his designated representatives to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employee from duty because of lack of work or for any other legitimate reason; maintain the efficiency of the Beach Patrol; determine the methods, means and personnel by which the Beach Patrol is to be conducted; determine the content of the job classifications; schedule the hours; take all necessary actions to carry out its Public Safety mission in emergencies; and exercise complete control and discretion over the employees and the method of performing their work. Nothing in this article shall alter or relieve the City of any of its obligations under this Agreement.

## **ARTICLE VI**

### **DUTIES OF EMPLOYEES**

The parties agree that the lifeguards shall exercise their duties faithfully and to the best interest of the City and the bathing public irrespective of the fact that they are covered by this Agreement.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. The term "grievance," as used herein, means any controversy arising over the interpretations, application or alleged violation of policies or administrative decision affecting terms and conditions of employment or of the express terms of the Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, hereinafter referred to as the "grievant."

B. Purpose

1. The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure, except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term. Nothing contained herein shall be deemed to preclude the filing and processing of any unfair labor practice or discrimination charge through an appropriate administrative agency or court law. This shall not bar an administrative agency or tribunal or the courts from deferring a matter to arbitration under the terms of this collective bargaining agreement.

Any grievance or dispute that might arise between the parties will be settled in the following manner:

STEP 1. The aggrieved employee or the Union Steward at the request of the employee with the employee's immediate Supervisor/Assistant Chief shall take up the grievance or dispute within ten (10) working days of its occurrence. Failure to act within said ten-day period shall be deemed to constitute an abandonment of the grievance. The Supervisor/Assistant Chief shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee or employee) to the Superintendent and/or Director of Public Works/Assistant Chief within five (5) working days after the Supervisor's/Assistant Chief response is due. The Superintendent and/or Director of Public Works/and or Assistant Chief shall meet with the Union Steward (or Union Grievance Committee or employee) and respond in writing to the Union within ten (10) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Union Grievance Committee or employee) to the Personnel Director/and or Chief in writing within five (5) days after the response form the Superintendent is due. The Personnel Director, Business Administrator or designee shall meet with the Union Steward (or Union Grievance or employee) and respond in writing to the Union within seven (7) working days. Any disciplinary decision involving loss of pay moves to Step 3 automatically.

STEP 4. If the grievance remains unsettled, the representative may, within twenty-five (25) working days after the reply of the Personnel Director, Business Administrator or designee is due, by written notice to the City, proceed to arbitration. A request for arbitration shall be made no later than such twenty-five day period and a failure to file within said time period shall

constitute a bar such arbitration unless the Union and City mutually agree upon a longer time period within which to adjust such demand.

7.1 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) working days after notice has been given. If either of the parties fails to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five arbitrators. Both the City and Union shall strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Only his decision shall be final and binding on both parties.

7.2 Expense for the arbitrator's services and proceedings under either Step 4 shall be borne equally by the City and Union however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays the record and makes copies available without charge to the other party and the arbitrator.

7.3 The Union will notify the City, in writing, of the names of its employees who are designated by the Union as shop stewards. Such employees will be permitted to confer with other Union employees, during working hours without loss of pay for periods not in excess of one (1) hour per day unless additional time is needed to complete the hearing consultation.

7.4 Agents of the Union who are not employees of the City will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

7.5 The City and the Union agree, in conjunction with the grievance procedure, that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the Grievance Procedure.



## ARTICLE VIII

### CHECK-OFF

8.1 The City agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union and the list of names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

#### 8.2 REPRESENTATION FEE DEDUCTION

The parties agree that all employees in the bargaining unit who do not become members of the Union during any Union membership year shall have deducted from their salaries and forwarded to the Union a representation fee in the manner and amount provided below.

#### 8.3 REPRESENTAION FEE AMOUNT

Within thirty (30) days of the execution of this Article, the Union shall notify the City of the representation fee sum to be deducted from non-member's salaries for the remainder of the year. Therefore, the Union shall notify the employees of the appropriate annual representation fee on an annual basis. Said sum shall not exceed 85 percent of the regular membership dues, fees and assessments charged to Union members unless the Legislature amends the existing ceiling rate whereupon the representation fee deducted shall be that amount set by the Union and consistent with the amended legislation. Any change in the representation fee shall be made upon written notification to the City.

#### 8.4 REPRESENTATION FEE DEDUCTIONS

The annual representation fee shall be deducted from non-members salaries in substantially equal monthly (biweekly) installments. Representation fee deductions from the salaries of all non-member employees shall commence within thirty (30) days following the beginning of their employment in a bargaining unit position or the tenth (10) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the public employees in a non-bargaining unit position and persons being re-employment list. For the purposes of this Article, ten-month employees shall be considered to be in continuous employment.

If, during the course of the year the non-member becomes a Union member, the City shall cease deducting the representation fee and commence deducting the Union dues beginning with the first paycheck to be issued ten (10) days after written notification of the change in status.

Conversely, if during the course of the year the Union member directs the employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement, the City shall commence deduction of the representation fee with the first paycheck to be issued ten (10) days after written notification of the change status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

---

#### 8.5 TERMINATION OF EMPLOYMENT

Upon termination of a non-member for any reason, the City shall deduct the undeducted balance of the representation fee from the non-member's last paycheck and transmit the fee to the Union.

#### 8.6 INDEMNIFICATION OF CITY

The Union agrees to indemnify, defend, hold and save the City harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by

reason of action taken under this Article salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

## ARTICLE IX

### EMPLOYEE REPRESENTATION

The "Union" must notify the "City" as to the names of its accredited representatives who shall be the President of the "Union" with the First Vice President and Chair-person serving as his alternate. Representatives of the Union who are not employees of the City will not be permitted to visit with employees during working hours at their work stations or the purpose of discussing Union representation matters without notifying the head of the department. The Chief of the Beach Patrol may, at his discretion, give time off for official union business to members of the Local.

**ARTICLE X**

**NON-DISCRIMINATION**

The City and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as condition for employment.



**ARTICLE XII**

**BULLETIN BOARDS**

A. The City shall permit the use of bulletin boards located in the lifeguard stations by the Union for the posting of notices concerning Union business and activities.

B. All such notices shall be signed by the President or other authorized official of the Union.

### ARICLE XIII

#### UNITED STATE LIFEGUARD MEETINGS

The duly elected Executive Delegate and President of the Union shall be granted leave from duty with full pay for meetings (up to two (2) per year) of the United States Lifeguard Association when such meetings take place at a time when such officers are scheduled to be on duty, providing the delegate and President give reasonable notice to the Chief to secure other employees to work in their place. Such employees shall be allowed up to three (3) days for each such meeting.



**ARTICLE XIV**  
**SPECIAL LEAVES**

- A. Leave from active duty with full pay shall be granted to up to three (3) members of the Union negotiation committee who attend meetings between the City and the Union for the purpose of negotiating terms of the contract provided the employees are scheduled for duty at the same time.
- B. 4 consecutive funeral days for mother, father, spouse and children, 3 days for grandparents, brothers and sisters, and one day for mother in law, father in law, cousins, aunts, uncles, nieces and nephews. All leave must include the day of the funeral.
- C. Pension Break: An employee who has completed at least ten (10) years of services and is not less than thirty-five (35) years old, who for medical reasons, has been certified by a City Doctor as unable to perform duties for a season, may apply to the City for an unpaid leave of absence. The City will grant the unpaid leave of absences, all in one season, and shall not consider this a break in employment for pension purposes. This unpaid leave of absence shall not count toward pension. The leave may only be granted once in an employee's career.
- D. Any Seasonal employee who have not been absent for the entire season will receive one half day additional pay at the end of the season.

## ARTICLE XV

### LONGEVITY

15.1 Longevity will be computed as of November 1<sup>st</sup> each year and paid in lump sum, on or about December 1<sup>st</sup> each year or the first Friday of December each year.

15.2 The Anniversary Date for all employees is December 1<sup>st</sup> of each year.

15.3 This covers employees currently on the payroll.

15.4 The Anniversary Date for longevity payment shall be November 1<sup>st</sup>.

15.5 Longevity shall be paid in lump sum payment on or about December 1<sup>st</sup> each year or the first Friday of December each year. In lieu of the foregoing, employees have the option to choose, once per year to have longevity paid as part of their regular pay.

#### 15.6 LONGEVITY RATES

An employee must complete forty-five (45) full days of employment during season in order to earn credit for one (1) year of service for longevity purposes.

For employees hired before January 1, 2007

4 years to 8 years	2% of yearly salary
9 years to 13 years	4% of yearly salary
14 years to 18 years	7% of yearly salary
19 years to 23 years	8% of yearly salary
24 years and over	10% of yearly salary

For employees hired after January 1, 2007

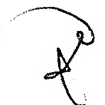
5 years to 9 years	2% of yearly salary
10 years to 14 years	4% of yearly salary

15 years to 19 years	6% of yearly salary
20 years and over	8% of yearly salary

*pe*

**ARTICLE XVI**  
**PROMOTIONAL PROGRAM**

The City agrees to notify the Union of all available positions on the Atlantic City Beach Patrol for lifeguards, captains and lieutenants and shall set forth their qualifications for hiring and promotions.

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J' with a flourish.

**ARTICLE XVII**  
**SEASON/SENIORITY RIGHTS**

A. The summer season for all employees shall be from May 1<sup>st</sup> until October 31<sup>st</sup>. Rehiring of all employees in the spring of the year shall be based upon seniority. The employees with the greater number of years of service shall be hired before employees with a lesser number of years of service.

B. When it becomes necessary to reduce the work force by lay-off in any classification seniority in such classification shall govern the reduction in force. Employees shall retain bumping rights into lower classifications, however.

C. An employee must complete forty-five (45) full days of employment during season in order to earn credit for one (1) year of service for seniority purposes.

D. In all cases of layoff, recall and rehiring, merit, ability, fitness and qualifications will be considered by the City along with seniority.

E. Nothing herein shall guarantee any specific number of hours or days in a given work year of work week, nor shall anything be construed to guarantee a specific number of staff at any given time.

F. Effective January 1, 1994, an employee must complete thirty-five (35) full days of employment during the season in order to earn credit for one (1) year of service for pension purposes. Effective January 1, 1995, an employee must complete forty (40) full days of employment during the season in order to earn credit for one (1) year of service for pension purposes. Effective January 1, 1996, an employee must complete forty-five (45) full days of employment during the season in order to earn credit for one (1) year of service for pension

purposes. Any employee with eighteen (18) years or more of service as of January 1, 1993, shall be grand fathered in at thirty (30) full days of service for pension purposes.

## ARTICLE XVIII

### WORKWEEK AND OVERTIME

An employee shall be entitled to overtime after forty-eight (48) hour of work during a week. Any overtime earned on a weekly basis shall result in the employee being paid at time and one-half shall be paid on the pay day following the previous pay period, unless the City elects to utilize compensatory time.

## **ARTICLE XIX**

### **PROBATIONARY PERIOD**

A lifeguard shall be on probation for his or her first three (3) seasons, which is defined as completing forty-five (45) full days of employment during each season, from the date of his or her employment with the Atlantic City Beach Patrol for any cause as set and defined with the City of Atlantic City Policy and Procedures and/or the Atlantic City Beach Patrol Rules and Regulations.



## ARTICLE XX

### UNIFORMS

- A. The City shall continue to supply and provide each employee a full uniform for the official performance of his/her duties without costs to the employee.
- B. The City further agrees that uniform damaged in the line of duty, requiring immediate replacement, shall be replaced by the City after inspection by a Superior Officer.
- C. An employee shall be required to submit a full written report as to the cause of damage.
- D. Employees shall be responsible for their uniforms in all other cases and shall wear them only during working hours.
- E. Effective January 1, 1989, each employee shall be examined at the time of their regular annual re-employment or pre-employment physical examination by a health care professional for the purpose of screening for skin cancer and/or other related medical problems. If there is any suspicion of skin cancer and/or other related medical problems a subsequent review by a dermatologist or oncologist will be provided. The cost for such examination(s) shall be borne by the City. Each employee shall receive a copy of the report findings of the physical examination within five (5) days after the report has been received by the City. Such copy shall be provided to the employee in a sealed envelope to insure confidentiality.
- F. Hepatitis vaccine shall be made available to all employees making such request, with the provision that the employee is committed to complete the full series of vaccine injections.

**ARTICLE XXI**

**TENURE**

A. A lifeguard who has completed three (3) full seasons, as defined in the contract, of service shall not be discharged except for just cause.



**ARTICLE XXII**  
**LEAVE OF ABSENCE**

- A. An employee shall be entitled to request an unpaid leave of absence for up to two (2) seasons without losing his/her seniority rights.
- B. Effective January 1, 1989, if an employee as a result of his/her performance of lifeguard duties, is required to appear in court when the employee is scheduled to work, the employee shall not be required to make up such time. If the City requires an employee to appear in court during the work season when the employee is not schedule to work, the employee shall be given compensatory time. If in the off-work season, the employee shall be paid straight time for such court time and payment shall be by July 15.

## ARTICLE XXIII

### SALARY

#### A. Salary increases

1. Effective January 1, 2004, 4% increase in base salary;
2. Effective January 1, 2005, 4% increase in base salary;
3. Effective January 1, 2006, 4% increase in base salary;
4. Effective January 1, 2007, 4% increase in base salary;
5. Effective January 1, 2008, 4% increase in base salary;

## ARTICLE XXIV

### FULLY BARGAINED PROVISION

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledgeable that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XXV**

**EXPUNGEMENT**

When a member of the bargaining unit is charged with an offense or crime arising out of his duties and is subsequently acquitted therefrom, the City shall provide for the expungement of said charge from his/her record.



**ARTICLE XXVI**

**WINTER EMPLOYMENT**

A. Non-supervisory members of the bargaining unit who are employed at the City boatyard during the winter and whose titles continue to be that of “lifeguard” shall receive benefits and wages consistent with that received by the members of the City’s blue collar bargaining unit, for the period of time employed at the boatyard, so long as such are consistent with laws.

Supervisory employees shall receive those benefits and wages consistent with those received by members of the City’s Supervisory bargaining unit for the same period of time.

B. Employees shall be considered “lifeguard” so long as the word “lifeguard” appears in their official civil service title.



**ARTICLE XXVII**  
**DISCIPLINE AND DISCHARGE**

27.1 Disciplinary action shall generally consist of any or all of the following:

- (a) Oral warning
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

27.2 It is also recognized that any form of disciplinary action which is authorized by New Jersey Department of Personnel and the New Jersey Administrative Code Regulations shall be permissible.

27.3 Any disciplinary action or measure imposed upon an employee, for whom a hearing is not authorized by New Jersey Department of Personnel and the New Jersey Administrative Code Regulations may proceed as a grievance through the regular grievance procedure.

27.4 Disciplinary action may be imposed upon an employee for failing to fulfill his or her responsibilities as an employee. The authority issuing the disciplinary action must make a sincere attempt to notify the employee privately.

27.6 (a) The City shall not discharge any permanent employee without just cause.

(b) Unless there is not other reasonable alternative, if the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**ARTICLE XXVIII**

**MISCELLANEOUS PROVISION**

The City will provide twenty-seven (27) copies of the Agreement plus two (2) to each district plus five (5) to the Union.



## ARTICLE XXIX

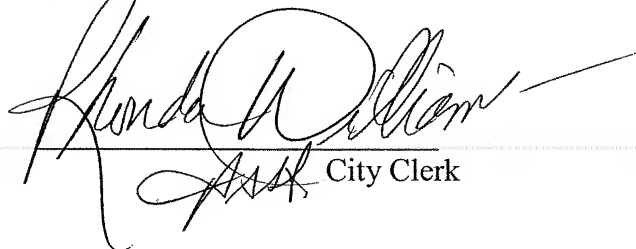
### DURATION

This Agreement shall be in full force and effect from January 1, 2004 until December 31, 2008.

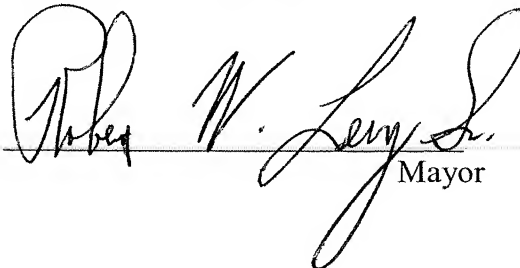
The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence during the first week of June, 2008. In the event no successor agreement is completed on or before December 31, 2008, the present contract will continue in effect.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of American Federation of State, County and Municipal Employees, District Council 71 on this 20<sup>th</sup> day of January, 2007.

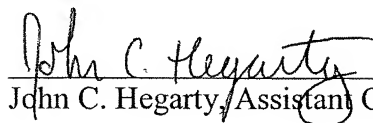
ATTEST:

  
Rhonda Williams  
City Clerk

CITY OF ATLANTIC CITY

  
Robert W. Levy Jr.  
Mayor

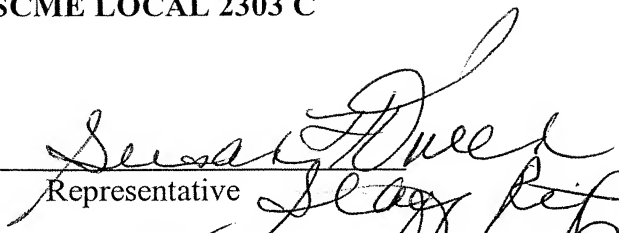
Approved as to Form

  
John C. Hegarty, Assistant City Solicitor

ATTEST:

AFSCME LOCAL 2303 C

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Representative

*Slag Ref*  
*Jan 4, 2007*

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson